

## UVOLUNTEER LLC

501 Silverside Road, STE 105, Wilmington, DE, 19809, USA

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## PROGRAM AGREEMENT

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This Participant Agreement executed on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ hereinafter referred to as the ("Execution date") and UVOLUNTEER, hereinafter referred to as ("UVOLUNTEER") and \_\_\_\_\_, hereinafter referred to as the ("Participant") and collectively as the ("Parties").

### 1. PURPOSE OF AGREEMENT

- 1.1. The agreement describes the relationship between UVOLUNTEER and the Participant and the nature of your voluntary work. The Agreement specifies what is expected from both Parties and to assure the Participant that we value and appreciate the spirit of your volunteering with us and promise our commitment to do the best we can to make your experience with us a positive and rewarding one.
- 1.2. You will be required to sign a hard copy of this document during your orientation in-country to verify and affirm that you have read and thoroughly reviewed this contract and the policies in its appendixes, and that you understand, entirely accept and agree to be bound by all of these terms.

### 2. TERMS

- 2.1. The following Terms & Conditions apply to all programs provided by UVOLUNTEER and its affiliates.
- 2.2. The Participant certifies that he/she meets the eligibility criteria and visa conditions for the destination he/she has selected. The applicable program fee is payable when he/she submits his/her application.
- 2.3. Obtaining a valid visa (when required) and providing all appropriate documentation to the destination country is the responsibility of the Participant and is not included in program price. UVOLUNTEER and its affiliates are not responsible for delays, problems or losses resulting from Participant's failure to do so.
- 2.4. The Participant must take with him/her evidence of access to at least the minimum funds required by the relevant country and host organization's rules.
- 2.5. Visas issued for all countries are for the individual registrant only. These visas do not permit family members or dependents to travel or work abroad.
- 2.6. The Participant is responsible for all travel expenses to get to the country destination he/she has chosen and for travel within that country unless otherwise noted in his/her program package. All travels before, during, and after the program are at the Participant's own risk.

- 2.7. The Participant must abide by the terms and conditions set by individual program companies and operators, including airlines, insurance providers, ground transport operators and accommodation providers. If the Participant is uncertain about these terms and conditions he/she must contact UVOLUNTEER prior to departure.
- 2.8. The Participant is responsible for obtaining medical insurance for the entire duration of his/her stay (including coverage for personal injury, death, third party risk, and repatriation). Cancellation insurance is also highly recommended. Refunds are not provided for programs that must be cancelled due to medical reasons or other emergencies.
- 2.9. UVOLUNTEER and its affiliates cannot be held responsible for loss, injuries, and/or damages to the applicant or to other parties.
- 2.10. Gross misconduct, use of drugs, dangerous or offensive behavior, and/or failure to perform duties as requested may result in expulsion from the program.
- 2.11. The information provided by UVOLUNTEER on its website and in written materials is accurate as of May 2016. Foreign governments may change regulations that may affect the programs after this date, and this is beyond the control of UVOLUNTEER. If UVOLUNTEER is made aware of regulation changes, UVOLUNTEER will do its utmost to update Participants of any changes.
- 2.12. UVOLUNTEER and its affiliates reserve the right to refuse any applicant who does not meet the programmed eligibility requirements.
- 2.13. UVOLUNTEER and its affiliates accept no liability or responsibility either for the Participant's health & safety; or for any loss or damage to property; or any third party's property or persons, howsoever or when caused. It is the responsibility of the Participant to ensure that he/she is fit to travel and to undertake any duties that he/she intends carrying out.
- 2.14. UVOLUNTEER and its affiliates shall not be responsible for or deemed to be in default by reason of delays in or failure to provide programs due to causes beyond its reasonable control and not being limited to civil war, war between nations, insurrections, strikes, riots, fires, floods, explosions, earthquakes, serious accidents, any act of government, governmental priorities, allocations, regulations, or orders affecting materials or facilities, acts of God or the public enemy, failure of transportation, epidemics, or quarantine restrictions.

### **3. PROGRAM FEES**

#### What's Included:

- The voluntary work placement
- Accommodation
- 2 Meals daily - Breakfast and Dinner. School based projects may provide lunch.
- Airport pick-up service if you arrive on the arrival date at the right time.
- Handbook
- Orientation – An in-country briefing
- 24-hour daily local support staff and supervision

- 24/7 Emergency Hotline

What is NOT included:

- Transportation – international flights and local transportation
- Visas – application and entrance requirements
- Vaccinations and Immunizations
- In-Country travel, tour and activities
- Travel Insurance – (Its Participant’s purchase a personal travel insurance policy)

#### **4. RESERVATIONS AND APPLICATION**

- 4.1. Reservation Deposit: To book a space on the Program we ask you to complete our online reservation form and to pay a reservation deposit of **\$349** to demonstrate intent.

The reservation deposit is not an application and is inclusive of the prices listed on of fees page.

The deposit will be subtracted from your Program Fee

The remaining Program Fee will be due 60 days before your Program Arrival Date

Important:

If you submit your reservation with less than 60 days before your intended Program Arrival Date, you will be required to pay your Program Fee in full at the time of reservation.

Your reservation does not confirm or complete your booking process. You will now need to complete the application process and booking of the work placement locally.

#### **5. APPLICATION PROCESS**

- 5.1. After reserving a place on the program we will ask you to complete our application form.

This application form will collect:

- Personal Identification Information
- Background and Experience
- Motivation and Skills Information
- Emergency Information
- Police Background Check – if required by project

- 5.2. Health and Dietary Information: The Participant understands that he/she is under a duty to inform UVOLUNTEER at the time of the application of any medication requirements, any allergies and any other physical or mental condition or limitation that might disable or render the Participant unable to perform or safely complete the Program.

- 5.3. The Participant represents and warrants that all information and records provided to UVOLUNTEER relating to the Participant, the Participant’s medical history and the Participant s medical statement are accurate and truthful and provide UVOLUNTEER with a clear indication of the Participant’s state of health.

- 5.4. The Participant understands that he/she is under a duty to inform UVOLUNTEER at the time of the application of any medication requirements, any allergies and any other physical or mental condition or limitation that might disable or render the Participant unable to perform or safely complete the Program.
- 5.5. UVOLUNTEER shall not in any event be held liable for any consequence arising out of the Participants failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the Program
- 5.6. Please make sure that you give yourself time to complete the application form after reservation. You will have 2-day period to complete the application.
- 5.7. We will then use the information collected on these forms to assess your application and to book the work placement abroad.
- 5.8. Important: It can take between 2 to 7 days for us to complete your program booking.
- 5.9. If for whatever reason, we are unable to complete your booking and place on a suitable project, we will immediately refund in full any payments you have made to us.
- 5.10. Once your program booking is completed - you will receive an email from us to welcome you to your program advisors and local program staff. They will direct you through the whole process from booking to arrival to your program destination and provide you with your program documentation and your place on the program has been reserved.
- 5.11. After the completion of you program reservation the reservation deposit becomes non-refundable. For all other refunds of the remaining fee the policies outlined in our refund policy will apply.
- 5.12. The Participant must submit any required documents (including, but not limited to: flight arrival and departure details, insurance information, passport details, next of kin or emergency contact details and medical forms), at least 8 weeks prior to departure. Failure to do so may result in program cancellation at the sole discretion of UVOLUNTEER without any refund.
- 5.13. UVOLUNTEER will provide a complete list of required documents at the time of booking.

## **6. PAYMENT AND PROGRAM FEES**

- 6.1. The remaining program fee is due 60 days before arrival and this date is outlined in your Program Summary. Please make sure we receive payment on this date otherwise we may move to cancel your Program.
- 6.2. **INSTALLMENT PAYMENTS**

We can arrange for you to pay your Program Fee in installments of 3, 6 or 12 payments.

Installment payments can only be made on your remaining program fee. You will still need to pay the reservation deposit and reserve a place on the program.

After reservation if you select to pay the remaining fee in installments you will incur a fee of \$150 or 10% (whichever is the largest amount) of your remaining program fee.

All installment payment will be charged to your credit or debit card on the agreed dates detailed in the installment plan.

## **7. CANCELLATION, AND PROGRAM CHANGE POLICY**

- 7.1. If the Participant is unable to obtain an appropriate visa, for any reason, the policies outlined in clause 1 and 2 will apply.
- 7.2. Notice for cancellation or program changes must be given in writing and emailed to [info@uvolunteer.net](mailto:info@uvolunteer.net).
- 7.3. Booking fees and reservation deposits are 100% non-refundable.
- 7.4. Any request for a change of program after initial application, including, but not limited to changing program duration, location and start dates, is subject to a \$95 administration fee. UVOLUNTEER will consider requests on an individual basis and reserves the right to refuse to accommodate requests based on UVOLUNTEER's sole discretion.
- 7.5. In the case of an event beyond the control of the Participant (i.e. accident, death in the family, impossibility to travel for medical conditions not known at the time of the enrollment), UVOLUNTEER will consider the possibility of a full or partial refund of the program fee or a deferment of program start date. The decision shall be irrevocable and taken on individual basis, after having received valid proof of valid reason for cancellation. A written cancellation notification must be provided prior to the departure date and valid must be received within 10 days of cancelling. No refunds will be made for pre-existing medical conditions.
- 7.6. UVOLUNTEER and its affiliates reserve the right to deny participation in any UVOLUNTEER program to any Participant at UVOLUNTEER 'S discretion.
- 7.7. UVOLUNTEER and its affiliates reserve the right to alter or terminate the program at any time. If affected, the Participant is entitled to a refund of any or all monies paid for services not rendered.
- 7.8. Modification By You: After we have issued you with your program summary you will have a 48-hour grace period to make changes to the program or to cancel the program with incurring any fees.
- 7.9. After this grace period any modification by, for whatever reason, to the program that involves a change of Project, Duration (including extending the placement in-country), Arrival Date, End Date, Location or Destination will incur a fee of \$95.
- 7.10. Changes to your program before arrival: If we have to change your project before arrival we will try our best to find you a suitable alternative project. We will try to ensure that the alternative placement is the same Project type and in the same country and location, if possible, as the previously cancelled Program.

- 7.11. However, if we cannot find a Program in the same country we reserve the right to offer you an alternative Project in another country if we decide it is a suitable alternative. If we are unable reach an agreement with you over the choice of an alternative Program then we will return any fees in full.
- 7.12. Cancelation or Modification to program by UVOLUNTEER: UVOLUNTEER reserves the right to change your Project to a suitable alternative if it becomes apparent when you commence your Placement that you do not have the required and necessary skills needed for the Project, such as a required level of language or ability that you had previously stated you possessed. In all cases we will consult with you regarding a suitable alternative Project. If you decide not to attend the chosen alternative we will view this decision as a refusal by the Participant to attend the Placement and will cancel the Program. In the event of any of the above circumstances, if we cancel your Program there will be no refund and we will not be held responsible for any additional expenses including flights, visa, accommodation, transportation, or vaccination costs.
- 7.13. In very exceptional circumstances it may be necessary for UVOLUNTEER to change your project. We reserve the right to change your Project to another location in the same Host Country if we deem that it is in your best interests. The move may be from one Project to another in the same town or from one Project Location to another in the same country. If we move your Project Location, wherever possible, we will keep the Project type. This is so not considered it a Cancelation of Program; it is a modification to Project Location. We will consult with you beforehand with the reasons why we have decided to move your Project Location and why we think that this is in your best interests.
- 7.14. There may be other circumstances that are in or out of our control that cause us to change your program after you have arrived. If we have to change your Program our local team will outline the reason to your personally. We will at all times try to provide you with suitable alternative arrangements. If we cannot agree an alternative program, we will move to cancel your program.
- 7.15. We reserve the right to cancel your program at any time if:
- You fail to pay your Program Fee by the date specified in your invoice
  - You do not provide us with your Arrival Information at the correct time in the right format
  - You do not verify your identity by providing us with a copy of your passport's main photograph page
  - You fail sign a hard copy of this agreement during orientation in your program destination
  - You fail to demonstrate, in our reasonable opinion, sufficient motivation, reason or interest in volunteering in general or for your chosen Program
  - You have any criminal convictions that are incompatible with your chosen Project.
  - You falsify your local Police Background Report
  - You consume or actively seek out illegal drugs
  - If you destroy property or are involved in any disorderly behavior
  - If we receive a verifiable letter of complaint by other Participant's of the program
  - Incorrect information, including health, physical and or behavioral problems, given or not given during the application process that affect the ability for you to participate on the program effectively

- For any information withheld during application that can negatively affect our Program
- 7.16. In the event of any of the above circumstances, and we cancel your Program there will be no refund and we will not be held responsible for any additional expenses including flights, visa, accommodation, transportation and vaccination costs.
- 7.17. In the event we cancel your Program we will provide you with a written letter in person and by email that outlines the reason for cancellation and we will also forward copies of the letter to your postal address and that of 2 emergency contacts as written record of the dismissal and the end of our contract with you.

## **8. WARRANTIES, LIABILITIES AND ASSUMPTION OF RISK**

- 8.1. UVOLUNTEER warrants to the Participant that the Service will be provided using reasonable care and skill and, as far as is reasonably possible, in accordance with the description of the Service.
- 8.2. Any information provided by UVOLUNTEER, including but not limited to information about visas, vaccinations, healthcare, climate, baggage, group sizes and special equipment is given in good faith for information and educational purposes only but without responsibility on the part of UVOLUNTEER.
- 8.3. Except in respect of death or personal injury caused by UVOLUNTEER, gross negligence, UVOLUNTEER, responsibility for any representation (unless fraudulent), or any other act or omission shall not exceed the amount of UVOLUNTEER charges as set out in Clause 4.1 for the provision of the Service. Any liability by UVOLUNTEER and/or its employees and/or its agents is limited to the amount that will be paid out in such a case by the Tour Operators Combined Liability Insurance policy (the "Policies"), which have been concluded in the name of UVOLUNTEER. If no compensation is received from the Policies, then any and all liability whatsoever, including without limitation, claims grounded in negligence, is hereby limited to a maximum amount of \$2,000.00.
- 8.4. In particular UVOLUNTEER shall have no responsibility for any activities undertaken by the Participant outside the scope of those directly relating to the Program. No warranty is given in respect of any activities outside the scope of those relating to the Program and it is the Participant responsibility to ensure that any person or company offering any activities possesses the requisite care and skill. The term "outside of scope" as used in this clause shall mean any and all actions or activities undertaken by the Participant that were not pre-arranged or procured by UVOLUNTEER, its employees or agents.
- 8.5. The Participant understands that certain risks may arise, including, but not limited to, hazards of travelling in remote areas; travel by automobile, van, bus, aero plane, boat, train or any other means of conveyance; the forces of nature; civil disturbances; national or international conflicts; terrorism; arbitrary itinerary changes made by foreign governments or vendors; dive related accidents, boat accidents; interacting with dangerous wildlife; personal injury or illness from the local environment; accident or illness in remote locations without immediate evacuation or medical facilities; or negligent acts of third parties.



- 8.6. The Participant hereby asserts that he/she knows, understands and appreciates these and other risks inherent in the Program and asserts that his/her participation is completely voluntary and assumes all risk associated with the Program and will hold UVOLUNTEER and its agents and employees harmless from and indemnify them for any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which may arise in connection with the Participant's participation in this Program, any activities arranged by or for the Participant by UVOLUNTEER, its agents or employees, emergency medical care if considered essential by the most qualified in-situ personnel.
- 8.7. The Participant further expressly agrees that the foregoing waiver and assumption of risks is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The terms of this agreement shall further extend to the Participant's heirs, personal representatives, successors and assigns.
- 8.8. The warranty contained in this section is the sole and exclusive warranty as to the Service provided hereunder, and shall supersede any express or implied warranties, in fact or law, including, without limitation, warranties of merchantability or fitness for a particular purpose and UVOLUNTEER will not be liable under any circumstances with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any incidental, consequential, special or exemplary damages (including, without limitation, loss of revenue or loss of profits or lost business), even if UVOLUNTEER has been advised of the possibility of such damages.
- 8.9. Further, notwithstanding anything to the contrary contained in this agreement, in no event will UVOLUNTEER cumulative liability to the Participant arising out of or relating to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory exceed the total charges, actually paid under this agreement.

## **9. WAIVER**

To be signed by all Participants upon booking:

- 9.1. I have read and understood UVOLUNTEER 'S Cancellation, Refund, and Program Change policy, General Terms & Conditions, and the program-specific Terms & Conditions applicable to my program.
- 9.2. I confirm that all information stated in my application and all other submitted documentation is correct and I understand that any information proven to be false may result in the cancellation of my program with no refund.
- 9.3. I confirm that I have disclosed all medical conditions in my Booking Form.
- 9.4. I confirm that I have not been convicted of any criminal offences.
- 9.5. I understand that I am required to submit all requested documentation in a timely manner. UVOLUNTEER cannot be held responsible for any delay or additional cost caused by my failure to do so.



- 9.6. I will make every effort to be a good ambassador of my country.
- 9.7. I will respect the laws of the land as well as the rules and practices of the establishment of where I will be working/volunteering.
- 9.8. I hereby release UVOLUNTEER and its affiliates with regard to any financial obligation to liabilities that I may incur or any damage or injury to the personal property of others that I may cause while enrolled in the program.
- 9.9. I understand that I will be traveling under my own responsibility and hereby release UVOLUNTEER and its affiliates from any liability related to health or safety.

## **10. REFUND POLICY**

Within 30 days before Arrival Date and after Arrival Date:

- 10.1. No refund will be given if a Participant cancels a program within 30 days of the Program Arrival Date or at any time after this date.
- 10.2. In this instance we will offer to put your program fee on hold for a period of 12 months. This means you can choose another date within 12 month in the future to start your program again. Programs on hold are not transferable. If you decide you prefer not to have your program on hold, we will then cancel your program. No refund issued.
- 10.3. Within 90 days or more before Arrival Date. 100% refund of Program Fee minus reservation deposit
- 10.4. Between 60 days to 90 days before Program Arrival Date. 75% refund of Program Fee minus reservation deposit
- 10.5. Between 45 days to 60 days before Program Arrival Date. 50% refund of Program Fee minus reservation deposit
- 10.6. Between 45 days to 30 days before Program Arrival Date. 25% refund of Program Fee minus reservation deposit
- 10.7. All cancellations requests must be sent by email to the email address on this agreement and will be effective only after we have sent you an email acknowledging receipt of cancellation request. The local staff do not have the authorization to issue refunds so please do not ask.

## **11. HOLIDAYS AND DAYS OFF WORK**

- 11.1. On occasions there may holidays, festivals and other closures that can affect your work schedule. These holidays are listed on our website and in the material that we send to you and we will not be held responsible for any loss of days from your Placement.
- 11.2. If the holidays are more than 7 days in duration you will have the option to take this period as free time away from your Placement and extend your Placement by this number

of days at the end. If you choose to do this you will be required to move out of your accommodation for this time period and return when your Placement is once again available. If you stay on in your accommodation then we will presume that your Placement continued and you will not be able to add the days to the end of your Program.

- 11.3. There may also be holidays, festivals and unexpected closures that can affect your work schedule that are announced at the last minute.
- 11.4. When this happens we will try to find you a suitable alternative Project. We will consult with you to arrange a suitable alternative but if we cannot come to an agreement with you then you will be required to take these days as free time away from your Placement. If these types of surprise break exceeds 7 days you will be allowed to extend your Placement by the equal number of days at the end of your Program.

## **12.FORCE MAJEUR**

- 12.1. There are various events considered as Acts of God such as natural or nuclear disaster, fire, adverse weather conditions that UVOLUNTEER is unable to control that may arise and cause disruption, delay or cancellation of your Program. Other such events such as civil circumstances including war or threat of war, terrorist activity, riots or civil strife, industrial action, health risks and epidemics, labor dispute, strike, work slow down or work stoppage and all similar circumstances beyond UVOLUNTEER Control.
- 12.2. If your Placement is disrupted by an unusual event or circumstances that UVOLUNTEER could not realistically have foreseen, which significantly affects your Placement, we will try to arrange a suitable alternative Placement as soon as is reasonably possible. This will be at another location where the unusual circumstances are not occurring. You have the right to accept or decline the alternative.
- 12.3. UVOLUNTEER does not make any refunds in these situations and you will be responsible for any travel costs incurred.
- 12.4. UVOLUNTEER shall not be held liable for the effect of any unusual event or for any loss, damage, expense or claim of any description you suffer as a result.

## **13.PASSPORTS and VISA'S**

- 13.1. You must ensure that you have a full passport, valid for at least 3 months after your planned return date. You acknowledge that many countries unfortunately do not offer visas specifically for Participant's to volunteer and work permits are often very difficult or impossible to obtain. For this reason, many Participant's choose to enter their Program Destination on a tourist visa.
- 13.2. You acknowledge that, technically, you may not be authorized to Participant and work in your chosen Program Destination on tourist visa, either with or without pay, but it may be the only way that you are allowed into the Program Destination. Most Program Destinations are tolerant of volunteers who are present on tourist visas. However, there is no guarantee that this will remain the position in any particular Program Destination and you therefore agree, understand and acknowledge that there is a risk that you could have problems with local immigration authorities, particularly if you are offered and accept any

form of payment for your Participant services.

- 13.3. UVOLUNTEER is not responsible for any fees or restrictions regarding passport or visa requirements by Participant's to enter or exit participating countries. Furthermore, it is the responsibility of the Participant to obtain all required documents needed for traveling purposes.

#### **14. FLIGHTS AND TRANSPORTS**

- 14.1. UVOLUNTEER cannot meet, reimburse or otherwise be responsible for any flight, travel or other costs or expenses of any nature that are incurred or arise as a result of your Placement not proceeding or being cancelled, withdrawn or changed due to circumstances outside our control. You are responsible for arranging and paying for flights to and from your chosen Program Destination.
- 14.2. Apart from the meet and greet service we provide when you first arrive, you are responsible for all internal travel costs during your Placement. In all cases, this includes daily transport to and from your Project Placement and accommodation.

#### **15. TRAVEL AND EMERGENCY MEDICAL INSURANCE**

- 15.1. UVOLUNTEER does not provide the Participant with insurance of any kind. Travel insurance is compulsory for each Participant, and the Participant will purchase this prior to departing on the program.
- 15.2. The Participant is solely responsible for evaluating and determining the type, extent and levels of any insurance coverage they need or desire for their entire travel period.
- 15.3. The participant is to travel to the Program with a photocopy proof of their travel insurance policy. Please hand this proof of their travel insurance to your local program manager. If you fail to do so we will move to cancel your program.

#### **16. ACCOMMODATION AND MEALS**

- 16.1. Participant Dormitories are our preferred choice of accommodation. Some projects are specialized projects, which involve Participant s living on the project site or in home stay linked to the projects. These projects by their nature tend to be conservation-based projects.
- 16.2. Participant Dorm: This is our default and preferred accommodation type for Participant's. Our Participant dorms are usually in large houses in safe locations within the local community. Our Dorms usually sleep a maximum of 11-16 Participants. During high season the Participant dorms are usually full so please book early for the high season months of May to September and February to March. Most dorm rooms sleep 2, 4, 6 Participant's. The dorms are fully equipped with standard facilities including private bathrooms and showers, communal spaces both inside and out and there is usually a screen for movies.
- 16.3. There is also the use of a computer and all dorms will have WIFI Internet connections. Breakfast and Dinner are served daily in the dorms. Lunches may be provided by the

school the Participant works in. If the placement provides lunch Participants will also receive this meal. However, regardless of whether lunch is provided or not it asks all Participants to budget \$5-6 daily for lunches. uVolunteer will not provide lunch for volunteers.

- 16.4. Participants are allowed to use the Dorm facilities to prepare meals or wash clothes. Bedding, including pillow, is provided with each dorm bed and clean sheets provided once a week.
- 16.5. There are no curfews and all Participants have their own personal keys to the dorms.
- 16.6. Project Site Accommodation: These are for Turtle Conservation, Eco-sustainable Farming, and Environmental or Animal Conservation projects. The quality of accommodation can range from a rural village home stay, to a well-built cabin with all mod cons, to a very basic cabin open to all the elements – all these types of accommodation can be with or without electricity or running water.
- 16.7. Participants should be courteous and considerate to others sharing their accommodation as well as treating their dorms, Project Site or Host Families with the utmost respect. Damage to property in accommodations is completely unacceptable, but unfortunately not unheard of. In the case of damage to property, the likelihood is that the Participant (s) responsible will be expelled from the Program and billed for repair or replacement of property.
- 16.8. If you miss any meals or are away for a weekend or a short break during your Program, you will not receive any refund for the accommodation and meals that you would have been entitled to.

## **17. COPYRIGHT OF PHOTOS AND VIDEO'S**

By signing these terms and conditions you acknowledge that UVOLUNTEER may use any photographs, video and other media that may be taken of you collected locally. In addition any statements that you make during your time on the Program, or stories/reports/blogs/reviews that you write may be used for promotional/marketing purposes (such as including them on our website and marketing material). You consent to this use and waive all rights to compensation.

## **18. WEBSITE CONTENT**

We believe that all statements made on our website and other marketing materials are factual and correct at the time they are produced. Every reasonable effort has been made to describe the placement and the amenities provided. We cannot be held responsible for any changes that become known or happen after the information has been put onto the website. Nor can we accept liability for happenings outside our reasonable control. We undertake to advise you of any material changes known to us prior to your departure providing there is sufficient time to do so and we are able to contact you.

## **19. COMPLAINTS PROCEDURE**

- 19.1. Participant's may encounter challenges and difficulties during their Programs. If you have a problem or complaint, initially try to solve the problem yourself; secondly talk to your

local Program Coordinator or Country Director. Have all the information needed at hand. Our Local teams should be able to resolve your problems satisfactorily. However, if the problem is still not resolved, please contact our head offices.

- 19.2. You can find the contact detail at the bottom of this agreement.
- 19.3. Be assured that your problem will be heard and dealt with appropriately in a timely, diplomatic and delicate manner.
- 19.4. PLEASE DO NOT WAIT UNTIL THE END OF YOUR PROJECT TO FILE A COMPLAINT.
- 19.5. We will investigate and produce a statement and written response to all parties stating our position on the complaint. However, we find that it is better you talk to us as soon as possible so we can solve any issues before they become complaints. We can't make changes until we know something is wrong, so please do not hesitate to talk to your Program Coordinator, Country Directors or Head Office if you are unhappy.
- 19.6. If a complaint is made, we will acknowledge, in writing within 5 working days. We may also call you to discuss your complaint in more detail. We will then issue written report and statement. Please give us 7 working days to deal with the situation. Please understand that we work internationally in different time zones so it takes time to investigate a complaint.

## **20. GOVERNING LAW**

These Terms are governed by the laws of Canada. You agree to submit to the exclusive jurisdiction of the courts sitting in British Columbia and waive any jurisdictional, venue or inconvenient forum objections to such courts. You expressly agree that these Terms are intended to be as broad and inclusive as permitted by the laws of Canada.

## **21. CONTACT INFORMATION**

info@uvolunteer.net  
1-302-241-2159

Registered Office  
501 Silverside Road  
Wilmington, DE 19809 USA

Regional Office  
3-3756 Dundas Street  
Burnaby, British Columbia  
Canada

Dated: 27th February 2017